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*Proposed Attorneys for Debtors
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas & Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF RANDALL E.
MEHRBERG IN SUPPORT OF
APPLICATION PURSUANT TO 11 U.S.C. §
327(e) AND FED. R. BANKR. P. 2014(a) AND
2016 FOR ORDER AUTHORIZING THE
DEBTORS TO RETAIN JENNER & BLOCK
LLP AS SPECIAL CORPORATE DEFENSE
COUNSEL *NUNC PRO TUNC* TO THE
PETITION DATE**

Date: April 24, 2019
Time: 9:30 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

1 I, Randall E. Mehrberg, hereby declare:

2 I am a partner of Jenner & Block LLP (“**Jenner & Block**” or the “**Firm**”), a law firm
3 with offices in Chicago, Illinois; New York, New York; Washington, D.C.; Los Angeles, California;
4 and London, United Kingdom. I am currently resident in Jenner & Block’s Chicago office, located at
5 353 North Clark Street, Chicago, IL 60654. I am a member in good standing of the bar of the State of
6 Illinois, and there are no disciplinary proceedings pending against me.

7 I submit this Declaration in connection with the Application¹ of the above-captioned
8 debtors and debtors in possession (collectively, the “**Debtors**”), for an order, pursuant to section 327(e)
9 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the
10 Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), approving the retention of Jenner
11 & Block as the Debtors’ special corporate defense counsel effective as of January 29, 2019 (the “**Petition**
12 **Date**”). Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth
13 herein.

14 To the extent that any information disclosed herein requires subsequent amendment or
15 modification upon Jenner & Block’s completion of further analysis or as additional information
16 regarding creditors and other parties in interest becomes available, one or more supplemental
17 declarations will be submitted to the Court reflecting the same.

18 **JENNER & BLOCK’S QUALIFICATIONS**

19 Jenner & Block has more than 500 lawyers in offices in Chicago, New York, Los
20 Angeles, Washington D.C., and, through an affiliated law firm, in London. Jenner & Block’s Internal
21 Investigations, Compliance, and Defense group is one of the country’s premier practices in the field of
22 internal investigations and corporate defenses. Its members, which include two former U.S. attorneys,
23 have conducted internal investigations for publicly held corporations, privately held corporations, and
24 governmental entities across the United States and abroad. Jenner & Block also has a world-class energy
25 practice, co-chaired by a former major utility general counsel and a former FERC Commissioner. Jenner
26 & Block’s energy practice also includes a former FERC general counsel and two former U.S. Supreme

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28 ¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such
terms in the Application.

1 Court clerks who lead major litigation efforts on behalf of numerous energy industry clients.

2 Additionally, having represented the Debtors in the Criminal Case and other matters for
3 over two years prior to the Petition Date, Jenner & Block has acquired considerable knowledge of their
4 business and operations. For the foregoing reasons, the Debtors believe that Jenner & Block is well-
5 qualified to represent the Debtors as special corporate defense counsel during the pendency of these
6 Chapter 11 Cases, and that the retention of Jenner & Block is in the best interests of the Debtors, their
7 estates, and their creditors.

8 For the foregoing reasons, I believe Jenner & Block is well-qualified to represent the
9 Debtors as special corporate defense counsel during these Chapter 11 Cases in an efficient and timely
10 manner.

11 **SERVICES TO BE PROVIDED**

12 Jenner & Block will provide the following services to the Debtors, among others:

13 a) draft motions and briefs, appear at hearings, and otherwise represent the
14 Utility in connection with the probation and the monitorship resulting from the criminal
15 investigation and convictions relating to the natural gas explosion that occurred in the
16 City of San Bruno, California, on September 9, 2010 (the “**Criminal Case**”);

17 b) advise the Debtors in complying with the probationary measures imposed
18 in the Criminal Case;

19 c) advise the Debtors in connection with various regulatory and enforcement
20 matters involving the Federal Energy Regulatory Commission, Department of the
21 Interior, Federal Communications Commission, and other federal agencies, and/or
22 California state agencies, including the California Public Utilities Commission;

23 d) conduct internal investigations and advise the Debtors with respect to
24 remediation of same, including in defending the Debtors in any regulatory actions taken
25 against the Debtors;

26 e) assist, as requested, with matters relating to the aforementioned services
27 as they may impact the Chapter 11 Cases; and

28 f) perform all other necessary legal services required by the Debtors during

1 the pendency of their Chapter 11 Cases.

2 Jenner & Block has, and will continue to, work closely with Weil, Gotshal & Manges
3 LLP, Cravath, Swain & Moore LLP, Munger, Tolles & Olson LLP and the Debtors' other professionals
4 to maximize efficiency and avoid any duplication of effort.

5 **JENNER & BLOCK'S DISINTERESTEDNESS AND CONNECTIONS**

6 Jenner & Block has developed procedures to enable it to ensure compliance with the
7 requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the *United*
8 *States Bankruptcy Court Northern District of California Guidelines for Compensation and Expense*
9 *Reimbursement of Professionals and Trustees*, effective February 19, 2014 (the "**Local Guidelines**"),
10 the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of*
11 *Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1,
12 2013 (the "**U.S. Trustee Guidelines**," and together with the Local Guidelines, the "**Fee Guidelines**"),
13 and any further Orders of the Court in these Chapter 11 Cases regarding professional compensation and
14 reimbursement of expenses (the "**Orders**"). Following those procedures, on January 28, 2019, I asked
15 Jenner & Block personnel to compare the names from the categories listed on **Schedule 1** hereto with a
16 database containing the names of all Jenner & Block clients and former clients who were clients at any
17 time during the past two years, and related conflict information, to research information about affiliates
18 of the listed entities, to distribute an email inquiry to all Jenner & Block attorneys, and to make follow-
19 up inquiries.

20 For disclosure purposes, Jenner & Block identified the parties in interest or affiliates of
21 parties in interest set forth on **Schedule 2** hereto that Jenner & Block or Jenner & Block attorneys have
22 represented in the last two years, in matters unrelated to the Debtors' cases. Additionally, Jenner &
23 Block discloses that:

24 1) The parents of an associate attorney in Jenner & Block's Washington D.C.
25 office are former officers of PG&E and, upon information and belief, may own PG&E
26 Corp. stock. In an abundance of caution, this associate has been screened from this matter.

27 2) Before joining Jenner & Block, a department counsel in Jenner & Block's
28 Chicago office represented a client in connection with a prior PG&E bankruptcy filing. In

1 an abundance of caution, this department counsel has been screened from this matter.

2 3) Jenner & Block also represents a party identified as a “Non-Debtors
3 Professional.” Due to the confidential nature of this representation, Jenner & Block is
4 unable to disclose this party’s identity. However, Jenner & Block has confirmed that this
5 representation does not relate to PG&E or its bankruptcy filing.

6 Based on the results of those review procedures, I believe: none of Jenner & Block or
7 any partner in, counsel to, or associate of Jenner & Block represents any entity in or in connection with
8 these Chapter 11 Cases; Jenner & Block and I do not hold or represent an interest adverse to the Debtors;
9 and neither Jenner & Block nor any of its attorneys, including me, (i) is a creditor, equity security holder,
10 or insider of the Debtors, (ii) has been, within two years before the date of the filing of the petition, a
11 director, officer, or employee of the Debtors, or (iii) has any interest materially adverse to the interests
12 of the estate or any class of creditors by reason of any direct or indirect relationship to, connection with,
13 or interest in, the Debtors, or for any other reason.

14 Based on the foregoing, I believe that Jenner & Block and I are each a disinterested
15 person and eligible to serve as special corporate defense counsel to the Debtors during their Chapter 11
16 Cases.

17 Jenner & Block’s practices encompass the representation of many diverse clients, some
18 of which may be or may become creditors or parties in interest. To the extent that, during or at the
19 conclusion of Jenner & Block’s employment in these Chapter 11 Cases, it discovers any facts bearing
20 on matters described in this Declaration, Jenner & Block will supplement the information contained in
21 this Declaration.

22 Based on the foregoing, I believe that Jenner & Block is a “disinterested person,” as
23 defined in section 101(14) of the Bankruptcy Code, and does not hold or represent an interest adverse
24 to the Debtors, as required by section 327(e) of the Bankruptcy Code, and that Jenner & Block’s partners,
25 associates, and special attorneys do not hold or represent any interest adverse to the Debtors or their
26 estates. Accordingly, I submit that Jenner & Block is not disqualified for employment by the Debtors
27 under section 327(e) of the Bankruptcy Code.

28 In addition, to the best of my knowledge, information and belief, neither I, Jenner &

1 Block, nor any partner, associate or special attorney of Jenner & Block, is a relative of, or has been so
2 connected to, any judge of the United States Bankruptcy Court for the Northern District of California,
3 the Office of the United States Trustee for Region 17 (the “**U.S. Trustee**”), or any employee of the U.S.
4 Trustee as to make the approval of Jenner & Block’s employment improper. Accordingly, I submit that
5 Bankruptcy Rule 5002 would not prohibit employment of Jenner & Block as special corporate defense
6 counsel for the Debtors.

7 **COMPENSATION**

8 The pre-petition terms of Jenner & Block’s engagement by the Debtors are set forth in
9 an engagement agreement dated January 22, 2018 (the “**Engagement Agreement**”). Jenner & Block
10 has informed the Debtors that, subject to the approval of this Court, it will charge the Debtors for its
11 legal services on an hourly basis at the rates set forth in the Engagement Agreement, which reflect an
12 approximately 20% discount² from Jenner & Block’s ordinary and customary hourly rates in effect as
13 of January 1, 2019, and for reimbursement of all costs and expenses in connection with these cases. In
14 the normal course of its business, Jenner & Block revises its hourly rates annually. Jenner & Block will
15 discuss any such rate increases with PG&E before taking effect. Notwithstanding the provisions of the
16 Engagement Agreement, Jenner & Block will bill for services in increments of a tenth of an hour (0.1)
17 as required by the U.S. Trustee guidelines.

18 I believe that Jenner & Block’s rates are reasonable based upon its capabilities and are
19 within the market range for comparable firms. The billing rates for the attorneys expected to have a
20 material role in representing the Debtors are set forth below:

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27 ² In the Engagement Agreement, Jenner & Block agreed to charge PG&E its 2018 hourly rates (subject
28 to class-year step increases for associates and new partners), less a 15% discount, through December 31,
2019, at which time Jenner & Block’s rates will revert to its standard applicable rates. Additionally,
Jenner & Block agreed to a 2.5% discount on fees collected in excess of \$2,500,000 and a 5% discount
on fees collected in excess of \$5,000,000 during the 2019 calendar year.

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NamePositionDiscounted
Hourly Rate

Randall E. Mehrberg	Partner	\$893
Reid J. Schar	Partner	\$982
Ian H. Gershengorn	Partner	\$982
Catherine L. Steege	Partner	\$918
Suedeen G. Kelly	Partner	\$871
Brian Hauck	Partner	\$782
Matthew S. Hellman	Partner	\$761
Matthew L. Haws	Partner	\$761
Brandon D. Fox	Partner	\$761
Max Minzner	Partner	\$740
Matthew E. Price	Partner	\$714
Coral A. Negron	Partner	\$714
Emily M. Loeb	Partner	\$706
Angela M. Allen	Partner	\$701
Samuel Jahangir	Associate	\$506
Andrew P. Walker	Associate	\$506
William A. Williams	Associate	\$459
Jason T. Perkins	Associate	\$459
Amir Shakoorian Tabrizi	Associate	\$400

The hourly rates set forth above are consistent with, and generally less than, the rates that Jenner & Block charges other comparable clients for similar services, whether in or outside of chapter 11, regardless of the location of the client or the court in which a matter is pending. The hourly rates listed above are appropriate and not significantly different from (a) the rates that Jenner & Block charges for other similar types of representations, or (b) the rates that other counsel of similar expertise and experience would charge to do work similar to the work Jenner & Block will perform for the Debtors.

It is Jenner & Block's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone conference call and international call charges, mail, express mail, and overnight delivery service charges, special or hand delivery charges, document retrieval charges, photocopying charges, charges for mass mailings (including envelopes and labels) provided by Jenner & Block to outside copying services, travel expenses, expenses for "working meals," computerized research, transcription costs, and non-ordinary overhead expenses such as secretarial and other overtime. Jenner & Block believes that it is more appropriate to charge these expenses to the clients incurring them than to increase its hourly rates and spread the expenses among all clients. Jenner & Block does not charge clients for office supplies.

Jenner & Block will charge such costs and expenses in accordance, and only to the extent consistent, with the Bankruptcy Local Rules, the applicable guidelines promulgated by the U.S Trustee, and the Engagement Agreement.

Jenner & Block will apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with its representation of the Debtors in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, the Fee Guidelines, and Orders of the Court. In connection with any employment or interim or final fee application Jenner & Block files in these Chapter 11 Cases, Jenner & Block will make a reasonable effort to comply with the Fee Guidelines.

Jenner & Block does not share fees with any attorneys except to the extent permitted by section 504 of the Bankruptcy Code.

In the year prior to the Petition Date, PG&E made payments to Jenner on periodic invoices totaling \$3,570,982.15. Additionally, on January 22 and 25, 2019, the Debtors provided Jenner & Block with an advance payment retainers in the total amount of \$1,000,000 each. Prior to the filing of the petition, Jenner & Block applied its retainer in satisfaction of the fees and expenses incurred by Jenner & Block through January 28, 2019. After that application of the retainer, Jenner & Block held and still holds \$710,723.16 in retainer.

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- 1) Other than the discount provided for in the Engagement Agreement and noted above, Jenner & Block did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement.
- 2) None of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case.
- 3) Jenner & Block billed the Debtors for services rendered prior to the Petition Date in accordance with the rate schedule included in the Engagement Agreement. Jenner & Block's billing rates and material financial terms have not changed postpetition.
- 4) Jenner & Block and the Debtors will discuss a staffing plan and budget for this matter in connection with Jenner & Block's initial fee application in this case.

Dated: March 14, 2019
Chicago, Illinois

Case: 19-30088 Doc# 912 Filed: 03/15/19 Entered: 03/15/19 11:15:04 Page 9 of 14

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SCHEDULE 1

**PG&E Corporation and Pacific Gas and Electric Company
Retention Checklist**

- Debtors
- Debtors' Trade Names and Aliases (up to 8 years)
- Affiliates and Subsidiaries
- Bank Accounts
- Bankruptcy Judges & Staff Northern District of California
- Current Officers and Directors
- Term and Revolving Loan Lenders and Administrative Agents
- Contract Counterparties
- DIP Lenders
- Debtors Professionals
- Former Officers and Directors (since 2008)
- Affiliations of Former Officers
- Affiliations of Former Directors
- Insurance/Insurance Provider/Surety Bonds
- Surety Bonds
- Landlords and parties to leases
- Lenders Litigation Counterparties/Litigation Pending Lawsuits
- Litigation Parties (in adversary proceeding 19-03003)
- Ad Hoc Committee of Unsecured Tort Claimant Creditors
- Non-Debtors Professionals
- Ordinary Course Professionals
- Letters of Credit
- Regulatory and Government
- Significant Competitors
- Significant Shareholders (more than 5% of equity)
- Significant holder of voting securities
- Taxing Authorities
- Top Unsecured Creditors (top 50 list as well as other large holders of unsecured claims)
- Unsecured Notes
- UCC Lien Holders
- Unions
- Office of the United States Trustee for Region 17
- Utility Providers
- Vendors/Suppliers
- Interested Parties / Notice of Appearance Parties

SCHEDULE 2**Current/Former Client Representations Reflected in Conflicts/Database Search**

The following entities are either current or former clients of Jenner or affiliates of current or former clients of Jenner. None of the representations listed below involve or involved matters related to the Debtors or their chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity That Is a Jenner & Block Client	Client Status	Relationship to Debtors
Deutsche Bank	Deutsche Bank	Current	Secured Creditor
JPMC, JPMVentures	JPMorgan Chase	Current	Secured Creditor
Mills College	Mills College	Current	Affiliation of Former Director
Mark Curry	Mark E. Curry (Jenner has not confirmed if this individual is the same person)	Current	Lease Counterparty
SEIU	Service Employees International Union	Current	Interested Party
Goldman Sachs Bank USA	Goldman Sachs International	Current	Secured Creditor
Sumitomo Mitsui Banking Corp.	SMBC Rail Services LLC	Current	Secured Creditor
Waste Management, Inc., Waste Management- Fresno	Waste Management, Inc.	Former	Contract Counterparty
Acciona Energy NA/Pacific Renewables	Acciona Energy North America; Acciona SA, Acciona Energia, SA, Acciona Energy USA Global, Acciona Solar Power, Inc. Acciona Solar Energy LLC	Current	Contract Counterparty
AES Corp.	AES Corp.	Current	Contract Counterparty
APS-Pinnacle West Capital Corp.	Arizona Public Service Co.; Pinnacle West Capital Corp.	Current	Contract Counterparty
Constellation Energy Group, Inc.	Constellation Energy Nuclear Group, LLC	Current	Contract Counterparty
EDF Renewable Energy, EDF Trading North America, Inc.	EDF, Inc.	Current	Contract Counterparty
Exelon	Exelon	Current	Contract Counterparty
Public Service Enterprise Group	Public Service Enterprise Group	Current	Contract Counterparty
Calpine Corp.	Calpine Corp.; Energy Services LP	Former	Litigation Party
Bank of Montreal	Bank of Montreal	Current	Contract Counterparty
Bonneville Power Administration	Bonneville Power Administration	Current	Contract/Lease Counterparty
El Paso Natural Gas	Kinder Morgan; El Paso Natural Gas	Current	Contract Counterparty
Salt River Project	Salt River Project Improvement and Power District	Current	Contract Counterparty
Vitol, Inc.	Vitol, Inc.	Former	Contract Counterparty
Edison Electric Institute	Edison Electric Institute	Former	Affiliation of Former Director
Brookfield Renewable Energy Partners	BAIF US Renewable Power Holdings LLC	Current	Contract Counterparty
Equus Energy	Equus Total Return, Inc.	Current	Contract Counterparty
Frito-Lay	Pepsico	Current	Contract Counterparty

Jackson Street LLC	Jackson Street, LLC	Current	Lease Counterparty
GATX/Calpine Cogen-Agnews, Inc.	GATX Corp.	Current	Contract Counterparty
"United Airlines (Cogen)"	United Airlines; United Continental	Current	Contract Counterparty
Aetna, Inc.	Aetna, Inc.	Former	Insurance Provider
David Williams	David H. Williams (Jenner has not confirmed if this individual is the same person)	Current	Lease Counterparty
Gerald Smith	Jerry Smith (Jenner has not confirmed if this individual is the same person)	Current	Litigation Counterparty
Univar USA, Inc	Univar USA, Inc.	Current	Vendor/Supplier
Towers Watson	Willis Towers Watson	Former	Insurance Provider
Southern California Edison Company	Southern California Edison Company	Current	Lease Counterparty; Utility Provider; Competitor
State Farm	State Farm	Current	Litigation Counterparty
Energy Insurance Services, Inc.	Energy Insurance Services, Inc.; American Electric Power Company	Former	Insurance Provider
Great-West Life Assurance Co.	Great-West Life Assurance Co.	Current	UCC Lienholder
Morgan Stanley	Beverly Wilshire Owner LP	Former	Secured Creditor
Life Insurance Co. of North America (CIGNA); CIGNA Group Insurance	CIGNA Group Insurance	Current	Insurance Provider
Larry Smith	Lawrence V. Smith (Jenner has not confirmed if this individual is the same person)	Current	Lease Counterparty
Live Nation	Live Nation	Current	Lease Counterparty
Sears	Sears Hometown and Outlet Stores, Inc.	Current	Lease Counterparty
T-Mobile	T-Mobile US, Inc.	Current	Lease Counterparty; Utility Provider
Elliott Management	Elliott Management Corp.	Current	Shareholder
Cox PCS- Sprint Spectrum	Cox Enterprises	Current	Utility Provider
Sprint/Softbank	Sprint; Softbank	Current	Utility Provider
Verizon	Verizon	Current	Utility Provider
Crown Castle	Crown Castle	Former	Lease Counterparty
Bright House Networks, LLC and Charter Communications	Bright House Networks Detroit Cable Advertising, LLC; Charter Communications	Current	Utility Provider
Comcast/Mediacom	Comcast/Mediacom	Current	Utility Provider
Brightview Landscape Services, Inc.	Brightview Landscapes, LLC/Brickman Acquisition Holdings, Inc.	Former	Vendor
Union Pacific Railroad Co.	Union Pacific Railroad Co.	Current	Lease Counterparty
Daniel Alvarez	Daniel Alvarez (Jenner has not confirmed if this individual is the same person)	Current	Litigation Counterparty
Honeywell International, Inc.	Honeywell International, Inc	Current	Interested Party
CNA Insurance Company	CNA	Current	Litigation Counterparty

Hunton Andrews Kurth	Hunton & Williams	Current	Ordinary Course Professional
Mayer Brown	Mayer Brown	Current	Ordinary Course Professional
Suzanne Frank	Suzanne Weese Frank (Jenner has not confirmed if this individual is the same person)	Current	Litigation Counterparty
Greenberg Traurig	Greenberg Traurig	Current	Ordinary Course Professional
Paul Hastings	Paul Hastings	Current	Ordinary Course Professional
Pillsbury	Pillsbury	Current	Ordinary Course Professional
General Electric	General Electric	Current	UCC Lienholder
City of Oakland	Port of Oakland	Current	Secured Creditor
City of Oakland	City of Oakland	Former	Secured Creditor
ABB, Inc.	ABB Asea Brown Boveri, Ltd.	Current	Vendor
CH2M Hill Engineers, Inc.	Jacobs Engineering Group, Inc.	Current	Vendor
Energy Systems Group	Energy Systems Group	Current	Vendor
McKinsey & Co.	McKinsey & Co.	Current	Unsecured Creditor
Halliburton U.S. Onshore	Halliburton Co.	Current	Vendor/Supplier
Cummins Pacific	Cummins Westport Inc.	Current	Vendor/Supplier
Schneider Electric Systems USA, Inc.	Schneider Electric Systems USA, Inc.	Current	Vendor/Supplier
Zayo Group Holdings, Inc.; Zayo Group, LLC	Zayo Group, LLC	Former	Vendor; Litigation Counterparty
DE Shaw	DE Shaw	Former	Contract Counterparty
Noble Americas Corp	Noble Americas Corp.; Cofco Agri, Ltd.	Former	Contract Counterparty
United Services Automobile Association	United Services Automobile Association	Former	Litigation Counterparty
Oracle America, Inc.	Oracle America, Inc.	Former	Unsecured Creditor
Build It Green	Build It Green	Former	Vendor/Supplier
ADP, Inc.	Automatic Data Processing, Inc.; ADP, Inc.	Current	Vendor/Supplier
Blue Cross of California, Inc. DBA Anthem Blue Cross	Blue Cross Blue Shield Association-General; Blue Cross Blue Shield of Alabama	Former	Insurance Provider
TD Bank, NA	TD Bank, NA	Former	Secured Creditor